

DEPARTMENT OF THE ARMY
Omaha District, Corps of Engineers
106 South 15th Street
Omaha, Nebraska 68102-1618

:NOTICE: Failure to acknowledge : Solicitation No. DACW45 02 B 0007
:all amendments may cause rejec- :
:tion of the bid. See FAR : Date of Issue: 01 Mar 2002
:52.214-3 of Section 00100 : New Date of Opening: 24 Apr 2002

Amendment No. 0003
12 April 2002

SUBJECT: Amendment No. 0003 to Specifications and Drawings for Construction of
Wood River Flood Protection, Grand Island, NE
Solicitation No. DACW45 02 B 0007.

TO: Prospective Bidders and Others Concerned

1. The specifications and drawings for subject project are hereby modified as follows (revise all specification indices, attachment lists, and drawing indices accordingly).

a. Specifications. (Descriptive Changes.)

(1) Page 00010-1, delete date and time of bid opening shown and substitute "24 Apr 2002" at "2:00".

(2) Page 01200 Page 6, paragraph 1.8.1 delete the last sentence and substitute the following:

"The Contractor shall obtain right of entry to the Union Pacific Railroad property by the use of the attached EXHIBIT A, "Contractor's Right of Entry Agreement at Wood River Flood Control Project, Grand Island, Nebraska". The contractor will be responsible for all cost associated with the processing and conditions of this agreement. "

(3) Section 01355 Page 12, delete paragraph 3.4.4 "Burning" and substitute the following:

"3.4.4 Burning

Burning may be allowed on the project site. Locations, manner of burning and time shall be subject to approval by Hall County, the Central Platte NRD and the Contracting Officer. All required permits shall be obtained by the contractor prior to any burning. "

(4) Section 01355 Page 14, revise paragraph numbering as follows:

a) Paragraph 3.7 should read "Not Used"

b) Change paragraph number "3.10.1" to paragraph number
"3.9.1"

c) Change paragraph number "3.9.1" to paragraph number
"3.9.1.1"

d) Change paragraph number "3.10.1.2" to paragraph number "3.9.1.2"

(5) Section 01500 Page 1, paragraph 2.2, after "(excluding topsoil)" add "and excluding the horizontal portion of the embankment drain."

(6) Section 01500 Page 1, delete paragraph 2.3 and substitute the following:

"2.3 Payment. Payment for compacted embankment shall be based on the unit price per the C.Y. indicated for item No. 2 on the bidding schedule, times the number of C.Y. as determined under paragraph 2.2."

(7) Section 01500 Page 4, delete paragraph 11.2 and substitute the following:

"11.2 Measurement. Per Ton. Underwater fill material will be measured for payment by the number of tons satisfactorily placed as specified. The underwater fill material shall be weighed: (1) on public or private scale which have been certified by the State. The contractor shall furnish the Government Inspector a copy of each printed weigh bill when self printing scales are used, or a copy signed by a public or bonded weighmaster as each load is delivered; or (2) underwater fill may be weighed on Contractor furnished scales under the supervision of the Government Inspector. Each printed weigh bill shall contain the following: date, unit number, time of gross, tare and net weight, name of project, name of contractor, contract number and signature of bonded weighmaster. All underwater fill material shall be weighed to the nearest 20 pounds and the net weight reduced to the nearest hundredth of a ton. "

(8) Section 01500 Page 4, delete paragraph 13 and substitute the following:

"13. SEEDING AND MULCHING

13.1 Work Included. The work of this item shall include but not be limited to furnishing labor, equipment, seed, mulch, and all other incidental work needed to complete the requirements according to the drawings and specifications.

13.2 Measurement. Lump Sum

13.3 Payment. Payment for this item shall be the lump sum amount, made on a progressive basis, based on the percentage of work completed. "

(9) Section 01500 Page 5, paragraph 14.1, add the following to the end of the paragraph: "The work under this item shall also include topsoiling and seeding of spoil areas from disposal of excavated wetland material."

(10) Section 02212 Page 2, paragraph 3.6.2, line 1 delete "Grain Size Analysis shall be performed in accordance with ASTM D 422." And substitute "Grain size analysis for embankment drain material and underwater fill shall be performed in accordance with ASTM C 136."

(11) Section 02245 Page 3,

a) Paragraph 1.6.3.3, add the following sentence to the end of the 1st paragraph: "AASHTO T 103 test shall be performed on bedding material only. See paragraph 1.6.3.5 for freeze thaw testing of riprap."

b) After paragraph 1.6.3.4, add the following new

Paragraph:

"1.6.3.5, Freeze Thaw Testing For Riprap.

Testing of riprap shall be in accordance with Corps of Engineers CRD C 144, Standard Method for Testing of Stone for Resistance to Freezing and Thawing. The maximum loss at 20 cycles shall not exceed 20 percent by weight. "

c) Paragraph 2.1.1, delete the first sentence reading "All stone for stone protection shall be durable . . . Contracting Officers Representative." And substitute the following:

"All stone for stone protection shall be durable quarried rock or crushed concrete as approved by the Contracting Officer's Representative. After the first sentence add a new sentence as follows: If crushed concrete is used the material shall contain no reinforcing steel and testing as prescribed in paragraphs 1.6.3.1, 1.6.3.3, 1.6.3.3.1, 1.6.3.3.2, 1.6.3.4 and 1.6.3.5 shall be conducted at the following frequencies:

Type A riprap every 200 tons

Type A bedding every 100 tons

Type B riprap every 100 tons

Type B bedding every 50 tons

All tests specified above for stone riprap protection shall be submitted to the contracting officer (G-RE submittal). "

d) Paragraph 2.1.2, after the first sentence add the following new sentence: "If crushed concrete is used for riprap the individual riprap pieces shall not be slabby and have an aspect ratio length/thickness of 3/1. The Contracting Officer reserves the right to reject any riprap that he considers too slabby and does not meet the required aspect ratio."

(12) Section 02300 Page 10, Delete paragraph 3.4.8 and substitute the following:

"3.4.8 Floor Stand and Gear Box

Floor stand for the sluice gate shall be of the rising stem, double speed, geared, hand-crank type with an electric motor drive and controller. The electrical motor and its controller shall comply with Section, 16415A, ELECTRICAL WORK, INTERIOR - MOTOR. A clear means for engaging the electrical motor while disengaging the manual hand-crank and for engaging the hand-crank while disengaging the electrical motor shall be provided. This transfer means may be a single gear or several gears and shall have a lockable position for disengaging both the hand-crank and the electrical motor. Travel limit switches shall be provided for automatically stopping the motor from overdriving in both the full open and full closed positions. The Contractor shall provide documentation for operation and maintenance of the sluice gate, the electrical motor, the motor controller, the limit switches, and the automatic-manual transfer gearing with locking provisions. It shall be equipped with ball or roller type thrust bearings above and below the operating nut to take both upward and downward thrust. The operating nut shall be of bronze, with acme threads, driven by steel bevel gears or a

combination of spur and bevel gears with machine-cut teeth. The gear ratio shall be a minimum of 4:1. The maximum pull on the crank or handwheel shall not exceed 40 lbs. for operation of the gate. With 16 turns per minute of the crank or handwheel, the rate of closing or opening the gate shall be not less than 1 inch per minute. The floor stand and gear box shall be capable of operating with only minor maintenance (lubrication, external cleaning, etc.) after being immersed in water. The top of the rising stem shall be fitted with a threaded stop nut, capable of being fixed in the adjusted position, to prevent downward overtravel of the stem. The stem shall also be provided with an adjustable collar which, by contact with the body of the hoist or concrete slab, will prevent upward overtravel of the stem. All working parts shall be fully enclosed and arranged for complete lubrication. The floor stand shall be equipped with a substantial vandalproof, dirtproof stem cover and a position indicator which will accurately indicate the position of the gate leaf. Where counter type position indicators are furnished, "open" and "closed" readings shall be stamped on a brass plate that shall be permanently fastened to the floor stand. Markers shall be provided to indicate the direction of rotation of the crank or handwheel for opening or closing the gate. Hand crank or handwheel shall be readily removable when the gate is not in operation. The Contractor shall provide a locking cap or device to be in place on the automatic-manual transfer gearing while in the disengaged position (both the electrical motor and the hand-crank). A padlock shall provide positive locking of the device such that the hoist stub shaft cannot be operated by unauthorized persons. "

(13) Section 02500 Page 1, paragraph 3.1, delete the 1st sentence and substitute the following: "Surfacing material shall consist of crushed rock or crushed concrete as specified hereinafter."

(14) Section 02500 Page 1, paragraph 3.2, add the following to the end of the paragraph:

"If crushed concrete is used, the contractor shall substitute ASTM C 88-90, Magnesium Sulfate Soundness test with ASHTO T 103, Soundness of Aggregate by Freezing and Thawing test, Method A. "

(15) Section 02500 Page 2, paragraph 3.3, gradation table, add the following to the end of the table:

Sieve Size	Percent Passing
"No. 200	0-5 "

(16) Section 02500 Page 2, paragraph 4.2.1 add the following to the end of the paragraph:

"If crushed concrete is used initial test shall include the following tests

Wear Test
Soundness of Aggregate by Freezing and Thawing Test
Flat and Elongated Particles Test
Gradation "

(17) Section 02500 Page 2, paragraph 4.2.2 add the following to the end of the paragraph:

"If crushed concrete is used, control test shall include Wear Test, Soundness of Aggregate by Freezing and Thawing Test - Method A, Flat and

Elongated Particles Test and Gradation Test. One of each of the above test shall be performed for every 1000 tons of material delivered to the project. All tests specified above for levee surfacing shall be submitted to the contracting officer (G-RE submittal). "

(18) Section 02935 Page 3, delete paragraph 2.1.1.2, and subparagraphs 2.1.1.2.1, 2.1.1.2.2 and 2.1.1.2.3 and substitute the following:

"2.1.1.2 Seed Mixtures

Seed mixtures shall be proportioned by weight as follows:

2.1.1.2.1 Riverside Seed Mixture:

Common name and Variety	Pounds Pure Live Seed per Acre
Big Bluestem (Champ, Kaw, Pawnee, Roundtree, One req'd)	3.0
Canada Wildrye	3.0
Virginia Wildrye	3.0
Prairie Cordgrass	0.5
Switchgrass (Blackwell, Cave-in-Rock, Nebraska 28, Pathfinder, Summer, Trailblazer, One req'd)	1.0
Indiangrass (Holt, Nebraska 54, Oto, One required)	2.0
Western Wheatgrass (Barton, Flintlock, One required)	2.0
Common Oats	10.0
Slender Wheatgrass	2.0

* These additional grass species shall have seeds added to the mixture at the rate of five seeds per square foot for each species listed. Seeding contractor shall determine the number of pounds of each seed per acre to add to the mixture.

2.1.1.2.2 Dryland Seed Mixture "A":(Slopes equal to or steeper than 5H:1V)

Common name and Variety	Pounds Pure Live Seed per Acre
Sand Bluestem (Champ, Garden, Goldstrike, One required)	5.9
Switchgrass (Blackwell, Cave-In-Rock, Nebraska 28, Pathfinder, Summer, Trailblazer, One req'd)	0.9
Indiangrass (Holt, Nebraska 54, Oto, One required)	3.2
Sand Lovegrass (Nebraska 27)	0.4
Western Wheatgrass (Barton, Flintlock, One required)	1.0
Common Oats	10.0
Tall Dropseed	0.29
June Grass	0.14
Needlegrass	1.2
Slender Wheatgrass	1.4

2.1.1.2.3 Dryland Seed Mixture "B":(Slopes shallower than 5H:1V)

Common name and Variety	Pounds Pure Live Seed per Acre
Sand Bluestem (Champ, Garden, Goldstrike, One required)	5.9
Switchgrass (Blackwell, Cave-In-Rock, Nebraska 28, Pathfinder, Summer, Trailblazer, One req'd)	0.9
Indiangrass (Holt, Nebraska 54, Oto, One required)	3.2
Sand Lovegrass (Nebraska 27)	0.4

Western Wheatgrass (Barton, Flintlock, One required)	1.0
Common Oats	10.0
Tall Dropseed	0.29
Prairie Cord Grass	0.66
Big Bluestem	1.67 "

(19) Section 02935 Page 4, paragraph 2.1.1.2.4, delete the 1st paragraph and substitute the following (list of wildflower mixture is to remain):

"The following wildflower seed mixture shall be added to all grass seed mixtures at a rate of 2 pounds/acre The contractor shall be responsible for making all arrangements with seed suppliers that are necessary in order to obtain all of the following species in adequate quantities and in adequate time. This will require considerable advance planning. Lack of early coordination shall not constitute adequate reason for changing or abandoning these seeding requirements. The contractor shall make all efforts to purchase these seeds within the state of Nebraska from local and statewide seed suppliers first. The Prairie Plains Resource Institute, 1307 L Street, Aurora, NE 68818-2126; Phone: 402-694-5535; E-mail: ppri@hamilton.net; <http://www.prairieplains.org/> may be able to advise and assist in acquiring these seeds. "

b. Specifications (New and/or Revised and Reissued). Delete and substitute or add specification pages as noted below. The substituted pages are revised and reissued with this amendment.

<u>Pages Deleted</u>	<u>Pages Substituted or Added</u>
00010-3 and 4	00010-3 and 4
---	Attachment to Section 01200: "Exhibit A"
---	Attachment to Section 02935: Seeding Requirements
---	Attachment to Section 02213: Access for new wetland construction area.
---	Attachment to Section 02213: Haul road for spoil material from wetland construction.

c. Drawings (Not Reissued). The following drawing sheets are revised as indicated below with latest revision date of 12 April 2002. These drawings are not reissued with this amendment.

(1) Sheet G-8, Add the following to the list of notes:

"9. The construction contractor shall provide written notification to the Hall County Park 14 days prior to starting any construction in the Hall County Park. Prior to this notification the contractor will have access to project right-of-way in the park for inspection and measurement only."

(2) Sheet G-35, Typical X-Section Showing General Grading Requirements, see leader note on far left reading "Spoil Area", add the

following to that note: "For all spoil areas, add 6" of topsoil."

(3) Sheet G-60, Eliminate the temporary right-of-way north of the North Levee, along Shady Bend Road, which includes deletion of the dashed lines indicating the temporary construction easement, located just below the Match line in the upper left, along with all the bearings and distances shown with those lines. Also delete the detail showing the match line in the upper right (above the Legend), along with the dashed lines indicating temporary construction easement, and all bearings, distances and coordinates shown with the lines.

(4) Sheet G-63, delete the scale and the scale note reading "Scale: 1 inch = 10 feet" and substitute the scale and scale note reading "Scale: 1 inch = 50 feet" as shown on sheet C-5.

2. This amendment is a part of the bidding papers and its receipt shall be acknowledged on the Standard Form 1442. All other conditions and requirements of the specifications remain unchanged. If the bids have been mailed prior to receiving this amendment, you will notify the office where bids are opened, in the specified manner, immediately of its receipt and of any changes in your bid occasioned thereby.

a. Hand-Carried Bids shall be delivered to the U.S. Army Corps of Engineers, Omaha District, Contracting Division (Room 301), 106 South 15th Street, Omaha, Nebraska 68102-1618.

b. Mailed Bids shall be addressed as noted in Item 8 on Page 00010-1 of Standard Form 1442.

3. Bids will be received until 2:00 p.m., local time at place of bid opening, 24 April 2002.

Attachments: Spec Pages listed in 1.b. above

U.S. Army Engineer District, Omaha
Corps of Engineers
106 South 15th Street
Omaha, Nebraska 68102-1618

12 April 2002
MFS/4411

BIDDING SCHEDULE

<u>Bid Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Clearing and Grubbing	Job	L.S.		\$_____
2.	Compacted Embankment	571,416	C.Y.	\$_____	\$_____
3.	Excavation	784,344	C.Y.	\$_____	\$_____
4.	Non-Compacted Embankment	193,287	C.Y.	\$_____	\$_____
5.	Embankment Drain	68,500	Tons	\$_____	\$_____
6.	Levee Surfacing	16,363	Tons	\$_____	\$_____
7.	Topsoil	244,000	C.Y.	\$_____	\$_____
8.	Riprap				
	a) Type A	1,962	Tons	\$_____	\$_____
	b) Type B	840	Tons	\$_____	\$_____
9.	Bedding				
	a) Type A Riprap	1,390	Tons	\$_____	\$_____
	b) Type B Riprap	330	Tons	\$_____	\$_____
10.	Granular Blanket Material	290	Tons	\$_____	\$_____
11.	Underwater Fill	14,000	Tons	\$_____	\$_____
12.	Subdrain Filter Material	25	Tons	\$_____	\$_____
13.	Seeding and Mulching	Job	L.S.		\$_____
14.	Wetland Construction	Job	L.S.		\$_____
15.	Diversion Structure	Job	L.S.		\$_____
16.	Quarry Access Road Box Culvert	Job	L.S.		\$_____
17.	Sheet Pile Cut-off	2,475	SF	\$_____	\$_____
18.	Culvert Structure				
	a) No. 1	Job	L.S.		\$_____
	b) No. 2	Job	L.S.		\$_____
	c) No. 3	Job	L.S.		\$_____
	d) No. 3A	Job	L.S.		\$_____
	e) No. 4	Job	L.S.		\$_____
	f) No. 5	Job	L.S.		\$_____
	g) No. 6	Job	L.S.		\$_____
	h) No. 7	Job	L.S.		\$_____
	i) No. 8	Job	L.S.		\$_____
	j) No. 9	Job	L.S.		\$_____
19.	All Remaining Work Complete Excluding Bid Item Nos. 1 thru 18 above.	Job	L.S.		\$_____

TOTAL AMOUNT (BASIC) \$_____

(in figures)

Notes:

- Quantities for unit priced items are estimated only and the respective unit price will prevail in the event of an overrun or underrun subject to Contract Clauses (Section 00800) Clause "Variation in Estimated Quantities."
- Bid prices must be entered for all items of the schedule. Total amount bids submitted without bid prices being entered on individual items will be rejected. Extensions will be subject to verification by the Government. In case of variation between the unit price and the extension, the unit price will be considered the bid. In case of

variation between the individual bid item prices and the total amount, the individual bid prices will be considered the bid.

3. A modification to a bid which provides for a single adjustment to the total amount bid, should state the application of the adjustment to each respective lump sum price and unit price affected.

EXHIBIT A

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT AT WOOD RIVER FLOOD CONTROL PROJECT, GRAND ISLAND, NEBRASKA

GOVERNMENT CONTRACTOR

THIS AGREEMENT, is made and entered into as of the ____ day of _____
by and between the UNION PACIFIC RAILROAD COMPANY, a Delaware corporation
(hereinafter referred to as "the Owner") and _____,
a _____ corporation (hereinafter referred to as "the Contractor")

WITNESSETH, THAT:

WHEREAS, the Contractor has been employed by the Government for construction work on the Wood River Flood Control Project at Grand Island, Nebraska (hereinafter referred to as "the Project"), in which the Contractor shall perform work in connection with the construction of the Project, on the property of the Owner.

NOW THEREFORE, in consideration of the faithful performance of each party of the mutual covenants and agreements hereinafter set forth, it is mutually agreed as follows:

Article 1. Definition of Contractor

For the purposes of this agreement, all references in this agreement to the Contractor shall include the Contractor's contractors, subcontractors, officers, agents, employees, and others acting under its or their authority.

Article 2. Right Granted: Purpose

The Owner hereby grants to the Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress and egress from the portion of the Owner's property at and near the Grand Island River Industrial Lead Track, near Grand Island, Nebraska as shown on the Exhibit marked "Exhibit B TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT" to the Contract with Union Pacific Railroad Company for Relocation, Rearrangement of Facilities at Wood River Flood Control Project at Grand Island, Nebraska (hereinafter referred to as "the Contract"), for the purposes of constructing and or working on the Project. The right herein granted to the Contractor is limited to those portions of the Owner's property specifically described herein, or designated by the Government's Project Engineer and approved by local Superintendent of Transportation Services of the Owner, the Manager of Tract Maintenance or his authorized representative (hereinafter referred to as "Owner's Representative").

Article 3. All Expenses to be Borne by the Contractor

The Contractor shall bear and all costs and expenses associated with any work to be performed by the Contractor, or any costs or expenses incurred by the Owner relating to this agreement. All work performed by the Contractor on the Owner's property shall be performed in a manner satisfactory to the respective representatives of the Owner and the Government.

Article 4. Term and Termination

- (a) The grant of right herein made to the Contractor shall commence on the ____ day of _____, 200__ and continue until the ____ day of _____, unless sooner terminated as herein provided, or at such time as the Contractor has completed its work on the Owner's property, whichever is earlier. The Contractor agrees to notify the Owner in writing when it has completed its work on the Owner's property.
- (b) In the event that any safety concern, health hazard, substantial operational concerns, or appropriate lawful or by, or pursuant to, authorized Government Authority, requires suspension or termination of this Agreement, or arises as a result of the Contractor's operations, this Agreement may be suspended or terminated by the Owner or Government, following notification by the respective representatives, until all deficiencies are corrected.

Article 5. Certificate of Insurance

- (a) Before commencing any work, the Contractor will provide the Owner with a Certificate issued by its insurance carrier providing the insurance coverage required by the Owner in a policy which contains the following types of endorsements:

The Owner is named as additional insured with respect to all liabilities
Arising out of Contractor's performance of any work on the property
Of the Owner.

- (b) The Contractor warrants that this Agreement has been thoroughly reviewed by its insurance agent and/or broker and that said agent and/or Broker has been instructed to procure insurance coverage and an endorsement as required herein.
- (c) All insurance correspondence shall be directed to:

Union Pacific Railroad Company
Director, Contracts and Real Estate
1416 Dodge Street, Room 1100
Omaha, Nebraska 68179

Article 6. Enforceability; Choice of Law; Choice of Forum

This Agreement shall be governed, construed, and enforceable in accordance with the laws of the State of Nebraska. Litigation arising out of or connected with this Agreement may be instituted and maintained in Nebraska courts and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service or process issued by such courts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate and acknowledge receipt of executed copy thereof, as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

ATTESTED:

TITLE:

SEAL

By: _____

Title:

CONTRACTOR

ATTESTED:

TITLE:

SEAL

By: _____

Title:

EXHIBIT B TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

The Contractor agrees to notify the Railroad Representative at least 48 hours in advance of Contractor commencing its work and at least 24 hours in advance of proposed performance of any work by the Contractor in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, the Railroad Representative will determine and inform the Contractor whether a flagman need be present and whether the Contractor need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Contractor's expense with the understanding that if the Railroad provides any flagging or other services the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 2. NO INTERFERENCE WITH RAILROAD'S OPERATION.

No work performed by Contractor shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad its lessees, licensees or others, unless specifically permitted under this agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Contractor at any time that would in any manner impair the safety thereof. When not in use, Contractor's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

Section 3. MECHANIC'S LIENS.

The Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. The Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of the Railroad for any such work performed. The Contractor shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 4. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

a). Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone the Railroad at 1-800-336-9193 to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Contractor's expense, and will commence no work on the right of way until all such protection or relocation has been accomplished.

b). In addition to other indemnity provisions in this Agreement, the Contractor shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Contractor, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 5. COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this agreement, the Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Contractor shall use only such methods as are consistent with safety, both as concerns the Contractor, the Contractor's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Contractor (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by the Contractor to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Contractor shall reimburse and indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorneys' fees, court costs and expenses. The Contractor further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

Section 6. SAFETY INSTRUCTIONS.

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this agreement. As reinforcement and in furtherance of overall safety measures to be observed by the Contractor (and not by way of limitation), the following special safety rules shall be followed:

- a). The Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Contractor shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Contractor shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Contractor shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of work by the employee.
- b). The employees of the Contractor shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective work boots and at least the following protective equipment:
 - (1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Contractor's or subcontractor's company logo or name.
 - (2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and
 - (3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.
- c). All heavy equipment provided or leased by the Contractor shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Contractor's or any of its subcontractor's equipment is unsafe for use on the Railroad's right-of-way, the Contractor, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

Section 7. INDEMNITY.

- a). As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Contractor's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Contractor's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Contractor's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).
- b). As a major inducement and in consideration of the license and permission herein granted, the Contractor agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this agreement, a breach of the agreement or the failure to observe the health and safety provisions herein, or any activity, omission or negligence arising out of performance or nonperformance of this agreement. However, the Contractor shall not indemnify the Railroad when the Loss is caused by the sole negligence of the Railroad.
- c). The Contractor shall maintain whatever insurance coverage is necessary to adequately underwrite its general and contractual liability under the terms of this Agreement.

Section 8. RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Contractor to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Contractor, then in that event the Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed.

Section 9. WAIVER OF BREACH.

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Contractor shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

Section 10. ASSIGNMENT - SUBCONTRACTING.

The Contractor shall not assign, sublet or subcontract this agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Contractor permission to subcontract all or any portion of the work herein described, the Contractor is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this agreement.

EXHIBIT B-1

Right of Entry Agreement Utilities Insurance Requirements

a). Contractor shall, at its own sole cost and expense, procure the following kinds of insurance and promptly pay when due all premiums for that insurance. The following insurance shall be kept in force during the life of this Agreement:

1). General Public Liability insurance providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least \$1,000,000 each occurrence or claim and a general aggregate limit of at least \$2,000,000. This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, Underground Hazard, Products-Completed Operations with products-completed operation aggregate of at least \$2,000,000, a separate general aggregate for the project (ISO Form CG 25 03 or equivalent), Broad Form Property Damage, severability of interests and name Railroad as an additional insured with respect to all liabilities arising out of Contractor's obligation to Railroad in the Agreement. Coverage purchased on a claims made form shall provide for at least a three (3) year extended reporting or discovery period if (a) the coverage is changed from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (3) the succeeding claims made policy retroactive date is different from the expiring policy.

2). Automobile Public Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1,000,000 each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, severability of interests and name Railroad as an additional insured with respect to all liabilities arising out of Contractor's obligation to Railroad in the Agreement.

3). Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the state(s) affected by this Agreement and Employers' Liability. Also compliance with all laws of states which require participation in their state workers' compensation fund.

4). Railroad Protective Liability insurance naming Railroad and any railroad operating over its tracks as insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy form shall be AAR-AASHTO with broad form coverage for "Physical Damage to Property" (ISO Form GL 00 30) or as revised ISO-RIMA (Form CG 0035) and include pollution arising out of fuels and lubricants brought to the job site (ISO Form CG 28 31 or equivalent). If the Lloyd's London policy form is used, limits shall be \$3,000,000 per occurrence with a \$9,000,000 aggregate and the Extended Claims Made Date shall be determined by adding the length of the original policy period plus one year to the policy expiration date.

b). The Contractor hereby waives its right to subrogation, as respects the above insurance policy(ies), against Railroad for payments made to or on behalf of employees of Contractor or its agents and for loss of its owned or leased property or property under its care, custody and control while on or near Railroad's right-of-way or other real property. Contractor's insurance shall be primary with respect to any insurance carried by Railroad.

c). Contractor shall furnish to Railroad certificate(s) of insurance evidencing the required coverage and endorsement(s) and upon request a certified duplicate original of any of those policies. The insurance company(ies) issuing such policy(ies) shall notify Railroad in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or cancellation thereof at least thirty (30) days prior thereto.

d). The insurance policy(ies) shall be written by a reputable insurance company or companies acceptable to Railroad or with a current Best's Insurance Guide Rating of B and Class VII or better. Such insurance company shall be authorized to transact business in the state(s) affected by this Agreement.

TRACT MAP

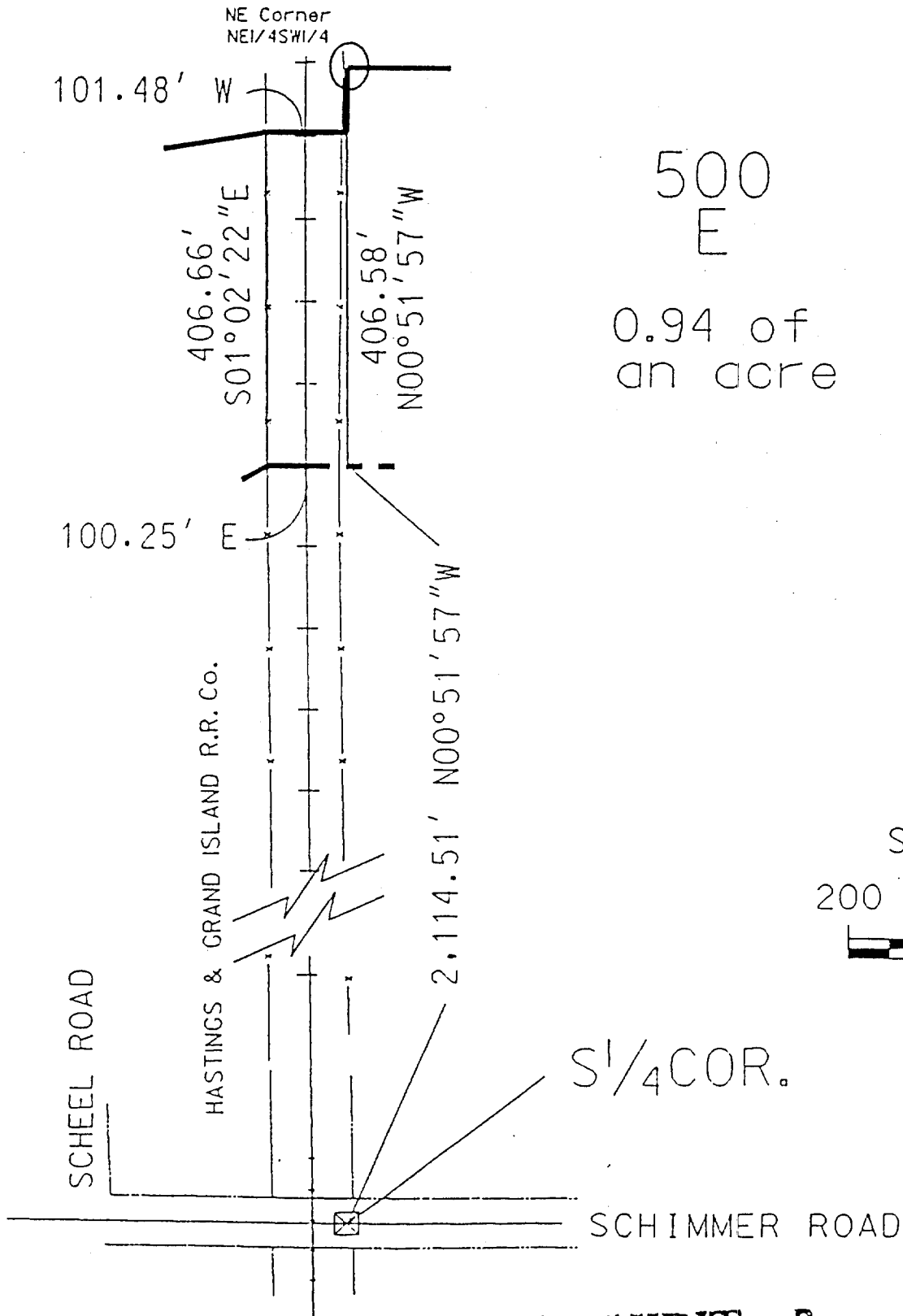
PROJECT: WOOD RIVER at GRAND ISLAND, NEBRASKA

TRACT NO.: 500E

OWNER(s): HASTINGS and GRAND ISLAND R.R. CO., et al

DATE: 9-18-19

DESCRIPTION: E1/2NE1/4NE1/4SW1/4 SEC. 32, T-11-N, R-9-W, HALL Co.

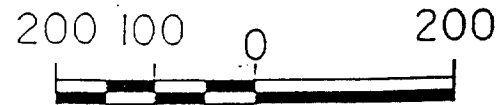


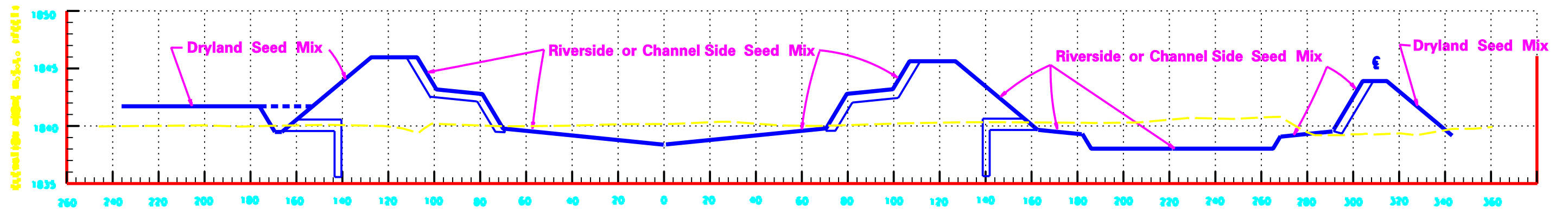
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0.94 of
an acre

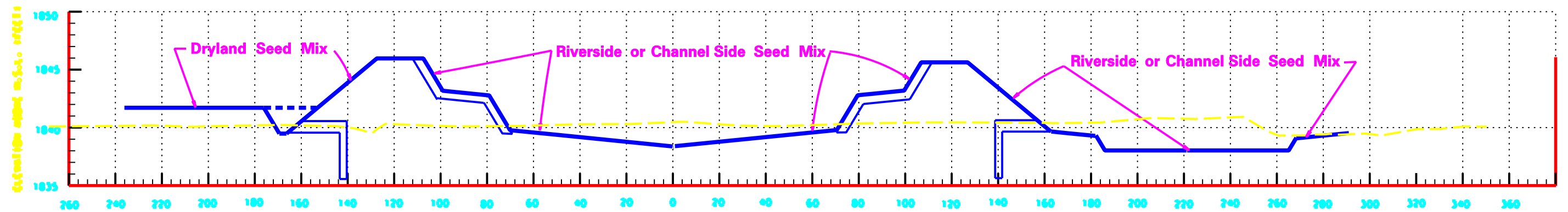


Scale in Feet

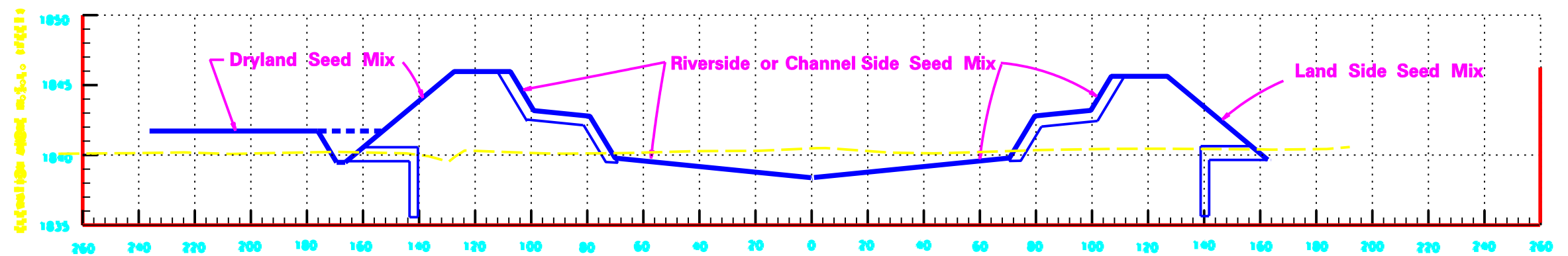




TYPICAL X-SECTION
SHOWING GENERAL SEEDING REQUIREMENTS
NO SCALE



TYPICAL X-SECTION
SHOWING GENERAL SEEDING REQUIREMENTS
NO SCALE



TYPICAL X-SECTION
SHOWING GENERAL SEEDING REQUIREMENTS
NO SCALE

